

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Shenzhen Sunwell Industrial Co., Ltd.,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE A,

Defendants.

Case No. 25-cv-1949

**Judge Lindsay C. Jenkins**

**TEMPORARY RESTRAINING ORDER**

On March 10, 2025, Plaintiff Shenzhen Sunwell Industrial Co., Ltd. (“Sunwell”) filed an Amended *Ex Parte* Motion for Entry of a Temporary Restraining Order and Other Relief (the “Motion”) (Dkt. 17) against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A (Dkt No. 16) and selling products at the Amazon.com ASIN’s referenced in Exhibit A hereto (collectively, “Defendants”). After reviewing the Motion and the accompanying record, this Court GRANTS Sunwell’s Motion in part as follows.

This Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Sunwell has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using unauthorized U.S. Patent No. D926,487 (“the ’487 Patent”) in their products (“Infringing Products”) to residents of Illinois. In this case, Sunwell has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet

stores through which Illinois residents can and do purchase the Infringing Products. *See* Ex. 1 of Declaration of Wei Li, which includes screenshot evidence confirming that each Defendant internet store does stand ready, willing and able to ship its infringing product to customers in Illinois. Paragraph 4 of the Declaration of Yizhou Liu in support of the Motion and Exhibits 1-6 of the same further demonstrates that the Defendants each shipped products to Illinois.

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Sunwell has presented specific facts in the March 10, 2025 Declaration of Yizhou Liu in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:
  - a. making, offering for sale, selling, and/ or importing in the United States any products that use the '487 Patent, including but not limited to those product ASINs listed in Exhibit A hereto;
  - b. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Sunwell, or are sponsored by, approved by, or otherwise connected with Sunwell; and
  - c. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Sunwell, nor authorized by Sunwell to be sold or offered for sale.

2. Defendants 1 to 4 shall not transfer or dispose of any money or other assets in any of such Defendants' financial accounts.
3. Sunwell is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:
  - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
  - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Alibaba Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Sunwell's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online

Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba, Amazon.com, Inc., Wish.com, and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Sunwell expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants’ operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants’ financial accounts, including Defendants’ sales and listing history related to their respective Online Marketplaces; and
  - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Alipay, Wish.com, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Sunwell’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of

such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the '487 Patent.

6. The Third-Party Providers shall, within seven (7) calendar days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants 1-4 and the Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A (Dkt. 16) and Exhibit A hereto and any e-mail addresses provided for Defendants by third parties such as Amazon; and
  - b. restrain and enjoin the accounts or funds of Defendants 1-4, including preventing such Defendants from transferring or disposing of any money or other of such Defendants' assets derived from sale of the Infringing Products until further ordered by this Court.
7. Sunwell may provide notice of the proceedings in this case to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "HILLGA and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Sunwell must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).
9. Within seven (7) calendar days of entry of this Order, Sunwell shall deposit with the Court a total of ten thousand dollars (\$10,000), either cash or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
10. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
11. This Temporary Restraining Order without notice is entered at 9:00 A.M. on this 11th day of March 2025 and shall remain in effect for fourteen (14) calendar days.
- 12.

Enter: 25-cv-1949



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Judge Lindsay C. Jenkins  
United States District Judge

**Exhibit A**

Def. No.	MERCHANT NAME	ASIN
1.	HILLGA	B0DLW239SJ B0DQY1P1ZZ B0DLWL6895 B0CV56K69Z B0DNYSRPD1 B0CV54T78Y B0DQGWSMCP B0DQGZXZPC B0D8G89K2X B0D8GP725B B0DLN342SW B0DLNHWZ9C B0DLNZT4Q8 B0DLNF45QK B0DLNLFRNJ B0DLNJ8NYP B0DLN6Q1NN B0DRGF658Q B0DRGJQBZS B0DRGDPCJ4 B0DRGFBCC2 B0DRGG22VH B0DRGCJYXM B0DRGFMGPL B0DRGDVDYM B0DRGF9MG2 B0DRGH43NY B0DRGKD5S4 B0DRGJ12PT B0DRGH12SW B0DRGFCRFG B0DRGH6NFB B0DRGF9CJX B0DRGFWFBN B0DRGFXHJF B0DRGGPWC3 B0DRGDK4XV B0DRGGLQB9 B0DRGDM62W B0DRGH9TH98 B0DRGDGX4F

		B0DRGHJVKC B0DRGGR55H B0DRGH6H8N B0DQDQPD54 B0DQDZ3DBM
2.	ZZD	B0CWNW9YZ2 B0DQSL8XNX B0CWNSBX42 B0DQSQD1NQ B0CWNTQBGJ B0DQSK5NVR B0CWNTKVDM B0DQSQGP GG B0CWNV42WY B0DQSK7MDB B0CWNVR26Q B0CWNVZWNK B0CWNTM8SP B0CWNWKSCH B0CWNWVVMQ B0CWNXJFMJ B0DFLRYJ2S B0DCN756JH B0CWNTGGWW B0DCNFV7TD B0CWNV TQJM B0DCNM461P B0DS2C8JQR B0DCNHDYDQ B0CWNX6WPC B0CWNSL6DH B0CWNXM7R5 B0CWNWL2SL B0CWNT463R B0CWNTM4YY B0CWN42JT2 B0CWNVR1FT B0CWNT HBLZ B0CWNTW4RM B0CWRXXMK7 B0CWRWZ18W B0CWRVQJZV B0CWRVS3KV B0CWRW1T8Q B0DL9VRJY5 B0DL9Y2RY6



		B0DL9YS4NQ B0DRBNCVDJ B0DRBMVR49 B0DRBM91HZ B0DRBQ49CN B0DRBMGC6Y B0DRBMFDR4 B0DL9XSLP2 B0DL9XYRPW B0DL9W4S1L
3.	kuurfuurdo	B0D8Q8FLPL B0D46LT5MB
4.	ViccoMK	B0DP4SNYJ2 B0DP4H9SW2
5.	Retail Hunters USA	B0DF396X8R B0DF3MWMHX B0C4K7PKN2 B0C4K5SH1S B0C7RL8N7T
6.	SUNSITT Patio	B0DG28698K B0DG2B9ZH4 B0CZ6VZK5R B0CZ6WZBZH B0CZ6W5QFX B0CZ6RJ1BH B0CZ6S7YPJ B0DHV69RH3 B0CZ6VFTD9 B0CZ6VJW79